

No. 11972

IN THE

United States Court of Appeals

FOR THE NINTH CIRCUIT

CURTIS COURANT,

Appellant,

vs.

INTERNATIONAL PHOTOGRAPHERS OF THE MOTION PICTURE
INDUSTRY LOCAL 659, ETC., *et al.*,

Appellees.

Answering Brief of Appellee International Alliance of
Theatrical Stage Employes and Moving Picture
Machine Operators of the United States and
Canada.

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PAUL A. O'BRIEN, /
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I.

Motion of appellee The Alliance to dismiss was properly granted because, as appears upon the face of the complaint, it, not being either the certified or recognized bargaining agent of first cameramen nor a party to the closed-shop contracts involved, is not a necessary or proper party defendant, and the complaint does not state a claim against it upon which relief can be granted.....	3
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Answering Brief of Appellee International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada.

Additional Statement of the Case.

Appellee International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada, hereinafter referred to as The Alliance, a voluntary unincorporated association, is an international labor union and the parent organization of appellee International Photographers of the Motion Picture Industry Local 659, etc., hereinafter called Defendant Local. Defendant Local, an autonomous labor organization, is chartered by The Alliance. When on August 28, 1939, as appears in Paragraph IV of the complaint herein

[5-6*], The Alliance was certified by the National Labor Relations Board as the exclusive bargaining agency for all of its members engaged in the production of motion pictures, the work classification of first cameramen was expressly excluded from such certification. At that time first cameramen were members of the American Society of Cinemaphotographers (ASC) and were not members of The Alliance or Defendant Local. It appears further from the complaint [6-7] that until on or about December 10, 1942, the American Society of Cinemaphotographers (ASC) was the designated representative for collective bargaining of first cameramen, and that ever since December 10, 1942, appellee Defendant Local has, by designation, been the recognized exclusive bargaining agent of such first cameramen. The closed-shop contracts described in the complaint were all executed by Defendant Local; The Alliance was not a party thereto.

It thus appears that appellee The Alliance has never at any time been the bargaining representative of first cameramen, and that it was not a party to any of the closed-shop contracts which form the basis of appellant's complaint.

*Figures appearing in brackets refer, unless otherwise noted, to pages of Transcript of Record.

I.

Motion of Appellee The Alliance to Dismiss Was Properly Granted Because, as Appears Upon the Face of the Complaint, It, Not Being Either the Certified or Recognized Bargaining Agent of First Cameramen Nor a Party to the Closed-shop Contracts Involved, Is Not a Necessary or Proper Party Defendant, and the Complaint Does Not State a Claim Against It Upon Which Relief Can Be Granted.

Appellee The Alliance adopts as its own the answering brief filed herein by appellees International Photographers of the Motion Picture Industry Local 659, etc., and Herbert Aller.

In addition, it directs the attention of this Court to the fact that it has never been either the certified or designated bargaining representative of first cameramen, and was not a party to any of the closed-shop contracts involved in this litigation. Hence, the District Court below was without jurisdiction, and the complaint fails to state a claim upon which relief can be granted against The Alliance and in favor of appellant.

Conclusion.

Appellee The Alliance respectfully submits that the judgment of the District Court should be affirmed.

Respectfully submitted,

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